REMARKS

The following remarks are supplemental to those in the Request For
Reconsideration filed on November 11, 2009, and are in response to the Office Action dated
June 11, 2009. Claims 2-9, 16, 17, 20, 21, 28, 30, 35, and 37 are presented for examination, of
which Claims 2, 16, 28, and 35 are in independent form. Claims 1, 10-15, 18, 19, 22-27, 29, 31-
34, 36, and 38-41 were previously cancelled, without prejudice or disclaimer of the subject
matter presented therein. No claim amendments are presented herein. Favorable consideration
is respectfully requested.

The Office Action states that Claims 2-9, 28, and 35 are rejected under 35 U.S.C.
§ 102(b) as being anticipated by U.S. Patent No. 6,253,189 (Feezell et al.), and that Claims 16,
17, 20, 21, 30, and 37 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Feezell et
al. in view of U.S. Patent Application Publication No. 2003/0070167 (Holtz et al.). Applicants
respectfully traverse the rejections and, for at least the reasons presented below, submit that
independent Claims 2, 16, 28, and 35, together with the claims dependent therefrom, are
patentably distinct from the cited references.

A notable feature of independent Claims 16, 28, and 35 is that the claimed
methods include a step in which the agency selects, via the agency module, a format for
downloading the proposal information, the order information, the contract information, and/or
the invoice information, such that information downloaded in the selected format is compatible
with and may be further analyzed using agency software, which is not disclosed or in any way
suggested in the cited references.

The following portion of Feezell et al. is cited in the Office Action for allegedly
disclosing the feature of Claims 16, 28, and 35 noted above:

> The status$_{13}$flags are useful for indicating the status of the time slot, including "for sale", thus inviting bids from prospective buyers; "sold", thus cutting off bids, etc. In accordance with the present invention, time slot data is advantageously searchable by a selling or buying trader with an easy-to-use graphical user interface (GUI) displayed on the trader's client in accordance with the present invention. In one embodiment, the GUI is a hypertext page obtained by the client from the TSES and displayed on the client by a known browser, such as the Netscape Navigator made by Netscape Communications Company, or the Internet Explorer, made by the Microsoft Company. In another embodiment, the GUI is a hypertext page augmented by executable software (e.g., Java applets) obtained from the TSES that enhance the functionality of the GUI. In yet another embodiment, the GUI is provided by proprietary software distributed to clients.

(See column 6, lines 49-65, of Feezell et al.) Clearly, there is nothing in the above-cited portion of Feezell et al. that would even suggest to a person of ordinary skill in the art a step in which an agency can select, via an agency module, a format for downloading proposal information, order information, contract information, and/or invoice information, such that information downloaded in the selected format is compatible with and may be further analyzed using agency software, as claimed in Claims 16, 28, and 35.

At best, the cited portion indicates merely that a user interface is displayed on a client's computer via a known browser augmented with Java applets or via proprietary software provided to the client. Importantly, no format selection is made by an agency nor is there any suggestion to make such a selection.

Holtz et al. fails to remedy the deficiencies of Feezell et al. In fact, the Office Action mentions Holtz et al., but provides no indication of how this reference supports the rejection of Claim 16.

As discussed in the Request For Reconsideration filed on November 11, 2009, should the Examiner disagree with the above analysis, Applicants respectfully request the

Examiner to issue a further non-final Office Action with a more detailed explanation of how

Feezell et al. and/or Holtz et al. discloses the above-noted feature of Claims 16, 28, and 35.

In summary, nothing has been found in Feezell et al. or Holtz et al., considered

individually or in any permissible combination, that would to teach or even suggest to a person

of ordinary skill in the art a method for buying spots for advertisements, in which the method

includes a step of "the agency selecting, via the agency module, a format for downloading the

proposal information, the order information, the contract information, and/or the invoice

information, such that information downloaded in the selected format is compatible with and

may be is further analyzed using agency software," as recited in Claims 16, 28, and 35.

Accordingly, Applicants submit that Claims 16, 28, and 35 are patentable over Feezell et al. and

Holtz et al. and therefore respectfully request withdrawal of the rejections under 35 U.S.C. §§

102(b) and 103(a).

With respect to independent Claim 2, similar to Claims 16, 28, and 35 discussed

above, Claim 2 includes a feature in which the agency module is adapted to enable an authorized

agency user to "download a version of the proposal information, the order information, the

contract information, and/or the invoice information formatted for analysis using agency

software." The following portion of Feezell et al. is cited in the Office Action for allegedly

disclosing this feature:

> In order to initiate the trading process in accordance with one embodiment
> of the present invention, the a time slot offer is received at the TSES from
> a seller. The offer includes the terms of the offer, including the offer price
> for the time slot. The TSES establishes and stores an offer record that
> includes an offer identifier assigned by the TSES, the identifier of the time
> slot for sale, the date and time the offer was made, the terms of the offer,
> and the status of the offer (e.g., "open", "closed", "withdrawn", etc.)
> Thereafter, the TSES makes the time slot data record available (i.e.,
> accessible) to traders seeking to buy a time slot. The present invention also
> advantageously makes available marketing and valuation data to the

> prospective buyers in order to assist them in making informed trading decisions. In accordance with the present invention, the trading seller is advantageously able to view any relevant bids and/or inquiries pertaining to the time slot offered for sale. When a bid is received for the offered time slot such that the bid price meets or exceeds the offer price, the TSES executes a trade.

(See column 9, lines 32-52, of Feezell et al.) Clearly, a person of ordinary skill in the art would find nothing in the above-quoted portion that would even suggest anything to do with downloading proposal information, order information, contract information, and/or invoice information, such that the downloaded information is formatted for analysis using agency software. Thus, it is respectfully submitted that a prima facie case of anticipation has not been established for Claim 2 based on Feezell et al.

In summary, nothing has been found in Feezell et al. that is believed to teach or suggest a system for buying and selling spots for advertisements, in which the system includes a central computer system with "a memory system storing a computer-executable program that includes an agency module, a facilitator module, and an affiliate module," in which the agency module is adapted to enable the authorized agency user to, among other things "download a version of the proposal information, the order information, the contract information, and/or the invoice information formatted for analysis using agency software," as recited in Claim 2. Accordingly, Applicants submit that Claim 2 is not anticipated by Feezell et al. and therefore withdrawal of the rejection under 35 U.S.C. § 102(b) is respectfully requested.

Moreover, as stated by Applicants in the Amendment filed on March 20, 2009, the system of Claim 2 differs from the system of Feezell et al. by enabling an agency user to submit an availability request to a facilitator regarding spots for an ad, and to obtain a proposal from the facilitator in response to the availability request. Thus, the system of Claim 2 allows

the agency to arrange for a complicated schedule of spots for the ad simply by submitting a request to the facilitator. The Feezell et al. system is intended to allow for <u>bidding of individual spots one at a time</u>, whereas in contrast the system of Claim 2 allows <u>a schedule of multiple spots to be arranged at the same time</u>.

Finally, in view of the above-note deficiencies of Feezell et al. and Holtz et al., Applicants respectfully submit that Claim 2 is not obvious in view of any permissible combination of Feezell et al. and Holtz et al.

The other claims in the present application depend from one or another of Claims 2, 16, 28, and 35, and therefore are submitted to be patentable for at least the reasons presented above. However, because each dependent claim also is deemed to define an additional aspect of the invention, individual consideration of the patentability of each claim on its own merits is respectfully requested.

In view of the foregoing, Applicants respectfully request favorable consideration and an early passage to issue of the present application.

* * * * *

Applicants' undersigned attorney may be reached in our New York Office by telephone at (212) 218-2100. All correspondence should continue to be directed to our address listed below.

Respectfully submitted,

/Lock See Yu-Jahnes/

_____

Lock See Yu-Jahnes
Attorney for Applicants
Registration No. 38,667

FITZPATRICK, CELLA, HARPER & SCINTO
1290 Avenue of the Americas
New York, New York 10104-3800
Facsimile: (212) 218-2200